

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN
LOCAL WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM
PARTNERS**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between the Greater Lincoln Local Workforce Investment Board, hereinafter referred to as "LWIB" and the One Stop System Partners, hereinafter referred to as the "One-Stop Partners" for the Greater Lincoln One Stop Center with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

WHEREAS, the LWIB has a vision for a Workforce Investment System that is designed to be a dynamic, integrated workforce investment system that meets the changing needs of business and individuals by providing the knowledge, skills and resources for learning, earning and living today and tomorrow.

WHEREAS, the LWIB and One-Stop Partners desire to be guided by the vision of the LWIB by establishing an agreement concerning their respective roles and responsibilities for implementation of the Workforce Investment Act of 1998 as designated under Section 121(c)(2).

WHEREAS, this agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services

WHEREAS, this agreement is to establish cost and funding operations of such services.

WHEREAS, this agreement will enable one-stop partners to collaborate and establish an integrated delivery system to enhance services.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The Purpose of the Memorandum of Understanding is to establish an agreement between the LWIB and One-Stop Partners concerning the operation of the one-stop delivery system in the Greater Lincoln area.

2. One-Stop Partners and Services. The following are the One-Stop Partners entering into an agreement with the LWIB to provide the services and activities as identified below:

One-Stop Partner	Program	Revenue Source/ Authorization
Southeast Community College	PostSecondary Vocational Education under Carl Perkins. Adult Education and Literacy	WIA Title II, Carl D Perkins, Vocational & Applied Tech Act
NHHS	Health and Human Services	Food Stamp Act, Social Security Act

Nebraska Dept. of Labor, Veteran Employment Outreach	Veterans Employment	Chapter 41 of Title 38 U.S.C.
Nebraska Department of Labor	Disabled Veteran Outreach Program	Chapter 41 of Title 38, U.S.C.
Indian Center Inc.	Native American Programs	WIA Title I
Client Assistance Program	Client Assistance Program	Rehabilitation Act
Nebraska Department of Labor	Wagner-Peyser	Wagner-Peyser Act
Job Corps	Desi/Job Corps	WIA Title I
Services for the Visually Impaired	Rehabilitation Services For The Visually Impaired	U.S. Department of Education/Rehabilitation Services Administration
NAF Muticultural Human Development Corporation	Migrant and Seasonal Farm workers Program	WIA Title I
Green Thumb, Inc.	Senior Community Service Employment Program	Title V Older Americans Act
City of Lincoln Urban Development Department	Adults, Dislocated Workers, Youth, HUD, Welfare to Work	WIA Title I, HUD, Social Security Act
Vocational Rehabilitation	Vocational Rehabilitation	Rehabilitation Act
Lincoln Action Program	Community Services Block Grant Program	Community Services Block Grant
Nebraska Department of Labor	Unemployment Insurance, NAFTA, Trade Adjustment Assistance	UI Grant, Trade Act of 1974
Operation ABLE - Lincoln Area Agency on Aging	Senior Community Service Employment Program	Title V Older Americans Act
AARP	Senior Community Service Employment Program	Title V Older Americans Act

3. Agreement of One-Stop Partners. In signing this agreement, it is the intent of the One-Stop Partners to participate in the One-Stop Delivery System and agree to the following:

- a. Provide access to core services and access to their other services and programs in at least one physical location known as the One-Stop Center by agreeing to develop a Scope of Services agreement with the LWIB by July 1, 2000.
- b. Negotiate a Cost Sharing/Resource Sharing agreement with the LWIB by July 1, 2000.
- c. Participate in a process of program review and continuous improvement to offer the best possible services.

4. Core Services. The Core Services applicable to this agreement are those described in WIA section 134(d)(2) and in the WIA regulations at 20 CFR 662.240(b). These services must be available to those clients eligible for services from each one-stop partner and are described in Attachment B: Scope of Services. The Scope of Services is a separate attachment referenced in the MOU that will detail the manner in which the core, intensive and training services will be provided by the one-stop partner and how they will be integrated into the one-stop system.

5. Partnership. The One-Stop Partners will demonstrate partnership and participation in the one-stop system. Descriptions of participation and partnership are referenced as separate attachments within this MOU as follows:

- a. Attachment A: Cost Sharing/Resource Sharing. This attachment will delineate what resources the partner will make available to the system and will include the partner's share of operating costs.
- b. Attachment B: Scope of Services. This attachment will describe the type of core, intensive and training services that will be provided by the partner and how those services will be integrated into the one-stop system.

6. Referral Process for One-Stop System Services. The One-Stop Partners of this signed MOU will provide for the referral of individuals for services by use of a common intake form, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.

7. Governance of the One-Stop Delivery System. The partnership between the CEO, LWIB, the One-Stop Operator and the One-Stop Partners includes shared responsibility and accountability for the One-Stop Delivery System process and services as described in the WIA and the Interlocal Agreement between the City of Lincoln, Lancaster County and Saunders County.

8. Duration and Modification of MOU. The One-Stop Partners agree that the terms of this MOU will take effect as of July 1, 2000 and will continue in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law or in accordance with this section.

- a. Withdrawal: Any party may withdraw from this MOU by giving written notice of its intent to withdraw at least 120 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the Chairperson of the LWIB and the CEO. Should any One-Stop Partner withdraw, the MOU shall remain in effect with respect to other remaining One-Stop Partners. Should any One-Stop Partner withdraw, it shall not be entitled to a refund of any portion of any previously paid contribution and shall remain responsible for payment of its share of any contractual obligations entered into prior to withdrawal through the remainder of the current July/June fiscal year.

b. Amendments: The MOU can be modified by mutual agreement of partners and the LWIB. Any such modification will be preceded by written notice of intent to modify and the purpose of such modification.

c. Any party to the MOU can request a modification to the agreement by making such a request in writing to the Board. If such a request affects any other party to the agreement, the LWIB will follow notification procedures under subsection b directly above for notifying the other parties in the event the request needs to be approved.

9. Severability. If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

10. Attachments. One Stop Partner agencies which are a party to this Memorandum of Understanding have the ability to enter into various attachments to the MOU which are separate agreements between the LWIB and one stop partners.

11. Impasse. WIA regulations emphasize that the one stop partners and the LWIB are to engage in good faith negotiation and reach agreement on the MOU. The partners and the LWIB may seek the assistance of the appropriate state agencies, the Governor, State Board or the appropriate parties in reaching agreement. If the parties have reached a dispute that forecloses agreement on the MOU, the parties have reached an impasse in MOU negotiations and the Executive Committee of the LWIB shall attempt to resolve the dispute. If the Executive Committee's efforts fail and an MOU is not executed between the LWIB and the required partner, both entities must report the failure in accordance with 20 CFR 662.310 of the WIA regulations.

12. Liability. The political jurisdiction of the Chief Elected Official of the LWIB, identified as the Mayor of the City of Lincoln, is liable for any misuse of the Workforce Investment Act grant funds allocated to the local area under Title I of the Workforce Investment Act.

13. Mutual Hold Harmless. The parties to this agreement recognize that the partnership consists of various levels of government, not for profit and for profit entities. Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party or parties. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use.

14. Authority and Signatures. The individuals signing the MOU have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

It is understood and agreed that the Greater Lincoln Workforce Investment Board and the Chief Local Elected Official shall execute this MOU by signing below. It is understood and agreed that each One-Stop Partner shall execute this MOU by signing a separate attachment in the form attached hereto as "Signature Form". It is understood and agreed that each One-Stop Partner shall be committed to the terms of the MOU to the same extent as if the One-Stop Partners had signed this MOU jointly in a single attachment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the 23 day of June, 2000

By:


Don Wesely, Mayor of City of Lincoln and
Chief Elected Official of Greater Lincoln
Workforce Investment Area 

By:


Jim Linderholm, Chairperson
Greater Lincoln Workforce Investment Board

Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding
this 14 day of APRIL, 2000.

SOUTHEAST COMMUNITY COLLEGE

Agency/One Stop Partner

Name:

Title:

Frank J. Huns
PRESIDENT